

JS-CAND 44 (Rev. 06/17)

**CIVIL COVER SHEET**

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

USA Table Tennis, Cedar Rapids Table Tennis Club, Meny Yu-Wang, Bowmar Sports, Inc.

(b) County of Residence of First Listed Plaintiff State of Colorado  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

David B. Lally, Esq., P.O. Box 355, Wilmington, NY 12997,  
949-500-7409, Davidlallylaw@gmail.com

**DEFENDANTS**

National Basketball Courts, LLC, dba NB Courts, Joseph Nelson, Jordan Boreman

County of Residence of First Listed Defendant Oakland, CA  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                            |                            |   |                                       |                                       |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
|   | PTF                        | DEF                        |   | PTF                                   | DEF                                   |
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4            | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5            |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6            | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities-Employment <input type="checkbox"/> 446 Amer. w/Disabilities-Other <input type="checkbox"/> 448 Education	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <b>PRISONER PETITIONS</b> <b>HABEAS CORPUS</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>OTHER</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee-Conditions of Confinement	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC § 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC § 158 <input type="checkbox"/> 423 Withdrawal 28 USC § 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent-Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC § 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC § 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation-Transfer ☐ 8 Multidistrict Litigation-Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes, unless diversity):

Brief description of cause:

Breach of contract to use sports facility, event canceled 12 hours before event to begin.

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P.

DEMAND \$ 300,000.00

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☐ Yes ☒ No

**VIII. RELATED CASE(S), IF ANY** (See instructions):

JUDGE

DOCKET NUMBER

**IX. DIVISIONAL ASSIGNMENT** (Civil Local Rule 3-2)

(Place an "X" in One Box Only)

☒ SAN FRANCISCO/OAKLAND

☐ SAN JOSE

☐ EUREKA-MCKINLEYVILLE

DATE 01/15/2018

SIGNATURE OF ATTORNEY OF RECORD

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Attorney for Plaintiffs  
 USA Table Tennis, Cedar Rapids Table Tennis Club, Meng-Yu Wang,  
 BOWMAR, Inc.

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

USA TABLE TENNIS, CEDAR RAPIDS	) CASE NO.:
TABLE TENNIS CLUB, MENG-YU WANG,	)
BOWMAR, SPORTS, INC.,	) COMPLAINT FOR DAMAGES FOR
Plaintiffs,	) 1. BREACH OF CONTRACT;
	) 2. NEGLIGENCE;
v.	) 3. UNFAIR BUSINESS PRACTICES; AND
NATIONAL BASKETBALL COURTS, LLC,	) 4. FRAUD;
dba NB COURTS, JOSEPH NELSON,	)
JORDAN BOREMAN,	) Status Conference
Defendants.	) Date: To Be Set
	) Time:
	) Ctrm:
	)

USA Table Tennis ("USATT"), BOWMAR Sports ("BOWMAR"), Meng-Yu Wang ("Wang") and the Cedar Rapids Table Tennis Club ("CRTTC") file their Complaint for (1) Breach of Contract; (2) Negligence; (3) Unfair Business Practices; and (4) Fraud, against all Defendants. Plaintiffs are seeking compensatory and punitive damages against all Defendants.

I.

**STATEMENT OF JURISDICTION AND VENUE**

1. Plaintiff USA Table Tennis is an organization headquartered in Colorado Springs, CO., and conducts business in all 50 States in the United States.

2. Plaintiff BOWMAR is a Corporation organized under the laws of the State of North Carolina and conducts business in the State of California.

## GENERAL ALLEGATIONS

2

1           12. CRTTC paid NB Courts a deposit of \$7,500, which NB Courts accepted and  
2 deposited (and still retains). The Tournament obtained over 225 entrants from numerous States,  
3 as well as players from Asia.

4           13. In and around November, 2016, CRTTC, via a series of emails with NB Courts,  
5 entered into a contract with NB Courts to hold the Tournament at NB Courts in Livermore, CA.  
6 The weekend of February 18 and 19, 2017, was reserved for the Tournament at NB Courts months  
7 in advance.

8           14. In fact, the Tournament was on NB Court's online calendar. Interestingly,  
9 however, the Tournament was removed from NB Court's online calendar sometime the week of  
10 February 18, 2017.

11           15. Plaintiff CRTTC is a well established and highly reputable Table Tennis Club with  
12 a long tradition and history of organizing and holding professional table tennis tournaments.

13           16. Plaintiff BOWMAR is an organizer and sponsor of world-class table tennis  
14 tournaments throughout the United States and has an excellent reputation in the community.  
15 BOWMAR is also the North American distributor for Butterfly, one of the world's leading brands  
16 of high quality, professional table tennis equipment.

17           17. Plaintiff USA Table Tennis is the official sanctioning body for professional table  
18 tennis in the United States, and is headquartered in Colorado Springs, CO. with other Olympic  
19 sports. USA Table Tennis has been in existence for almost 100 years, and has a world-class  
20 reputation among the International Table Tennis Federation, and other International Table Tennis  
21 Associations and Federations world-wide. USA Table Tennis has organized thousands of major  
22 International tournaments with thousands of players from around the World.

23           18. On or about February 16, 2017, Josh Brantley, an employee of BOWMAR, flew  
24 from North Carolina to San Francisco to help set up the truck-load of equipment to be used for the  
25 Tournament. He immediately went to NB Courts, the Tournament venue, because he had  
26 unanswered questions about the setup/breakdown of the equipment (because Matt Fake, Manager  
27 of NB Courts, had not responded to Mr. Brantley's previous emails about these important issues).  
28 Mr. Brantley arrived at NB Courts at approximately 12:30pm and talked to Matt Fake, but for

1 only a moment because Mr. Fake was leaving the office.

2 19. Mr. Brantley and Mr. Fake briefly discussed about where the equipment trailer  
3 would be parked, which door we would used and what time BOWMAR could get into the venue  
4 to begin the lengthy process of setting up for the next day's Tournament. They agreed on 4:00pm  
5 to bring in some of the equipment, however the tables would have to wait until 8pm. Matt Fake  
6 said nothing to Mr. Brantley about double billing the venue (for a volleyball event) for that  
7 weekend or that the venue was unavailable. During this discussion, Mr. Fake did not disclose to  
8 Mr. Brantley, and actively concealed from Mr. Brantley, that the venue was no longer available,  
9 despite the fact that Mr. Fake had actual knowledge that the Tournament was no longer going to  
10 occur at NB Courts that weekend.

11 20. On February 17, 2017, Mr. Brantley met the truck driver and forklift company at  
12 NB Courts at approximately 10:00am. Matt Fake was not at the venue, but Mr. Brantley talked to  
13 him on the telephone, again confirming which door they would be using to bring equipment in and  
14 the time to start unloading the truck-full of equipment, including over 40 new, professional table  
15 tennis tables.

16 21. Matt Fake sent an email to Mr. Brantley and Wang at 3:15 on February 17, 2017,  
17 stating "We needed to discuss the weekend at 4pm." Mr. Brantley and his assistant Johnathan  
18 arrived at NB Courts at 4:00pm and spoke to Matt Fake. It was then that BOWMAR learned for  
19 the first time (1) that the venue was unavailable for that weekend's Tournament; (2) a volleyball  
20 event was scheduled to use the venue that weekend; (3) that the venue had been double-booked;  
21 and (4) that BOWMAR was unable, and prevented from, setting up for the Tournament the very  
22 next day.

23 22. Plaintiffs are informed and believe, and thereon allege, that Matt Fake and NB  
24 Courts knew for at least 3-4 days, and perhaps weeks in advance, that the venue would be  
25 unavailable for the Tournament, however they actively concealed these material facts from all  
26 Plaintiffs.

27 23. On February 17, 2017, Matt Fake suggested other options for a venue, but since  
28 Wang was tournament director, it was his decision. At 7:00 p.m., Mr. Brantley contacted Wang

1 and informed him of the critical problem of the double booking and the unavailability of the  
2 venue. This was the first time Wang became aware that the venue was unavailable; the day before  
3 the Tournament was to begin. NB Courts did not inform Wang directly, and yet Wang was  
4 the Tournament Director and paid the fee to NB Courts.

5         24. By February 17, 2017, hundreds of players from the West Coast, and Asia, had  
6 flown and driven to the Bay Area, and reserved hotel rooms, to play in this Tournament.

7         25. Due to the traffic and weather, it was about 8:30pm on February 17, 2017, before  
8 Wang arrived at NB Courts. Matt Fake had since left the venue. At the same time, several  
9 telephone calls occurred between Wang and Matt Fake to resolve the immediate and material  
10 scheduling conflict caused by NB Courts.

11         26. Plaintiffs are informed and believe, and thereon allege, that Nelson and Boreman  
12 made the decision to hold a volleyball event at the venue in lieu of the Tournament. Plaintiffs are  
13 informed and believe, and thereon allege, that Nelson and Boreman were not involved in these  
14 last minute discussions because they were unwilling to speak with Wang or Josh Brantley about  
15 the scheduling conflict.

16         27. On or about February 17, 2017, Mr. Brantley and Johnathan were informed by  
17 Matt Fake that Nelson and Boreman wanted the volleyball event to have the venue (the same  
18 weekend as the Tournament) and that a former employee or owner of NB Courts had apparently  
19 scheduled the volleyball event the same weekend as the Tournament. This former employee or  
20 owner allegedly did not relay the booking to other employees of NB Courts until the week of the  
21 Tournament.

22         28. NB Courts is in the business of organizing basketball and volleyball tournaments,  
23 leagues and practices. These two sports are its "bread and butter" and its largest clients.

24         29. NB Courts's web page acknowledges that volleyball is a big client. Plaintiffs are  
25 informed and believe, and thereon allege, that NB Courts receives significant income from the  
26 sport of volleyball for its tournaments, practices and leagues.

27         30. Plaintiffs are informed and believe, and thereon allege, that NB made the conscious  
28 decision to give the venue to a large, existing client, i.e, volleyball, and breach the contract with

1 Wang and CRTTC.

2 31. Plaintiffs are informed and believe, and thereon allege, that NB Courts, Nelson and  
3 Boreman are liable to Defendants for breach of contract, fraud, negligence, unfair business  
4 practices and intentional breach of contract. The conduct of NB Courts in either double booking  
5 the venue, or intentionally removing the Tournament from the calender and the venue the night  
6 before the Tournament was to begin, and intentionally concealing this from Wang, CRTTC and  
7 BOWMAR until the evening before the start of the Tournament, was intentional.

8 32. Pursuant to the contract with NB Courts, Wang, BOWMAR and CRTTC were at  
9 the venue to set up for the Tournament for that weekend. As NB Courts actively participates in  
10 (1) the field of sports; and (2) organizing sporting events, it is well aware that it takes time to set  
11 up, arrange, and organize a truck-load of equipment for a large table tennis tournament. This  
12 includes approximately 40 professional table tennis tables, nets, flooring, barriers, equipment  
13 booths, and the front desk/numerous tables and extensive computer equipment for the actual  
14 logistics of running of the Tournament.

15 33. NB Courts has actual knowledge of the time, cost and effort it takes to set up a  
16 professional table tennis tournament because NB Courts previously hosted a table tennis  
17 tournament – the 2015 JOOLA TEAMS WEST. Accordingly, Defendants know (1) exactly how  
18 long it takes to set up for a professional table tennis tournament; the amount of effort involved;  
19 and (3) that hundreds of players would be making plans to fly and drive to the venue to play in the  
20 Tournament.

21 34. On February 17, 2017, the day Tournament was to be set-up, and just twelve hours  
22 before the tournament was to begin, NB Courts informed Wang, CRTTC and BOWMAR for the  
23 first time that the venue was no longer available because a volleyball event was going to be held  
24 the same weekend. Basketball and volleyball are NB Court's largest clients.

25 35. According to NB Court's web page, a volleyball event was scheduled for the  
26 weekend of February 25, 2017. Plaintiffs are informed and believe, and thereon allege, that NB  
27 Courts unilaterally accelerated the volleyball event to be held the same weekend that the  
28 Tournament was scheduled and reserved.

1           36. NB Courts, Nelson and Boreman breached the Contract with Wang and CRTTC,  
2 which breach also directly affected and damaged BOWMAR and USATT. And, since all  
3 Defendants knowingly prevented the Tournament from being held at the venue, and disclosing  
4 this for the first time to Plaintiffs the day before the Tournament was to begin, and in place of a  
5 volleyball event, the breach is intentional and wilful.

6           37. Clearly NB Courts was favoring the volleyball event at the expense of the  
7 Tournament, and this was so because volleyball is a large customer of NB Courts. So, either the  
8 venue was double-booked but never disclosed until February 17, 2017, or NB Courts simply  
9 chose, and made a conscious decision, to not honor the Contract with CRTTC and just allow  
10 volleyball to use the facility the weekend reserved for the Tournament.

11           38. If the venue was double-booked, NB Courts became aware of the double booking  
12 (with a volleyball event), at the latest, Tuesday, February 14, 2017. However, from Tuesday to  
13 Friday evening, NB Courts intentionally concealed its knowledge of the double booking. If  
14 CRTTC had known of this on Tuesday, it is at least possible that it could have booked another  
15 venue for the Tournament.

16           39. As a result of Defendants' conduct, over 225 players from all around the West  
17 Coast of the U.S., and Asia, were stranded in Livermore with no Tournament to attend and in  
18 which to participate. All of the players had paid for their travel and hotel, only to find out hours  
19 before the start of the Tournament that there would be no Tournament.

20           40. In the alternative, if the venue was not initially double-booked in advance, then all  
21 Defendants made the conscious decision, on the eve of the Tournament, to intentionally breach  
22 the contract with Wang and CRTTC, kick them out of the venue, unilaterally terminate the  
23 Contract and Tournament, and prevent the Tournament from occurring.

24           41. Hundreds of players who drove and flew to Livermore for the Tournament have  
25 likewise been damaged, as the Tournament was cancelled by Defendants without any notice to  
26 any of the players. Many players have actual out of pocket expenses, including transportation,  
27 gas, hotel, airfare, and food. Some of these players have contacted Wang and CRTTC and  
28 expressed their concern, disappointment and frustration for this enormous inconvenience and

1 their out of pocket damages.

2 42. Wang and CRTTC were forced to refund all entry fees to over 225 players.

3 43. BOWMAR'S compensatory damages total at least \$13,500. The damage to its  
4 reputation is over \$25,000.

5 44. CRTTC's compensatory damages (including those due and owing to Wang) total at  
6 least \$17,152. The damage to CRTTC's reputation is over \$25,000.

7 45. USA Table Tennis's damages total at least \$10,000 to its reputation as the  
8 sanctioning body for the Tournament.

9 46. In addition, Plaintiffs are informed and believe, and thereon allege, that punitive  
10 damages totaling at least \$250,000 are warranted against all Defendants jointly and severally.

11 **III.**

12 **FIRST CAUSE OF ACTION**

13 **(BREACH OF CONTRACT, AGAINST ALL DEFENDANTS)**

14 47. Plaintiffs reallege and incorporate by reference Paragraphs 1 -46 above as if set  
15 forth herein.

16 48. NB Courts contracted with Wang and CRTTC to hold the Tournament at NB  
17 Courts the weekend of February 18, 2017. Wang and CRTTC paid NB Courts a total of \$7,500 to  
18 reserve the venue for the Tournament.

19 49. NB Courts received and has retained the \$7500. NB Courts has not even made an  
20 effort to return the deposit or try to return the deposit.

21 50. Plaintiffs made decisions about the Tournament based upon the contract with NB  
22 Courts, including advertising about the tournament, organizing the Tournament, arranging with a  
23 Hotel to be the official Tournament Hotel for the Tournament, and arranging for the receipt of  
24 entry fees with Paypal and various financial institutions

25 51. BOWMAR had employees fly and drive to the venue from North Carolina, and  
26 shipped a truckload of equipment to the venue, all based upon the representations of NB Courts.

27 52. NB Courts breached the Contract by either double-booking the venue with a  
28 volleyball event and preventing the Tournament from occurring, or in the alternative NB Courts

1 made the conscious decision to favor an existing client, volleyball, and give them the venue in  
2 place of the Tournament.

3 53. Defendants' conduct prevented the tournament from occurring.

4 54. As a direct result of the conduct of NB Courts, it breached the Contract with Wang  
5 and CRTTC.

6 55. As a direct result of the conduct of NB Courts, all Plaintiffs have suffered damages  
7 according to proof at trial, including compensatory damages, punitive damages, and damages as a  
8 result of a loss of reputation.

9 IV.

10 **SECOND CAUSE OF ACTION**

11 **FRAUD AGAINST ALL DEFENDANTS**

12 56. Plaintiffs reallege and incorporate by reference Paragraphs 1 -55 above as if set  
13 forth herein.

14 57. Defendants made material misrepresentations to Plaintiffs regarding holding the  
15 Tournament at the venue the weekend of February 18, 2017. Defendants represented that the  
16 venue was available that weekend and that Plaintiffs could hold the Tournament that weekend.  
17 As a result, Defendants reserved the venue for that weekend for the Tournament and received and  
18 retained the \$7,500 deposit.

19 58. The misrepresentations were made by Defendants knowing they were false.

20 59. The misrepresentations made by Defendants were material.

21 60. Plaintiffs justifiably and reasonably relied upon the representations of Defendants.

22 61. By taking funds, entering into the contract, reserving the venue, and the cancelling  
23 the tournament the day before the Tournament was to begin, Defendants knew that Plaintiffs  
24 would incur wilful and malicious injury, and damages. Defendants' conduct is fraudulent,  
25 intentional willful and malicious, and was intended to cause harm to Plaintiff.

26 62. Defendants' actions, set forth above, were wrongful and done intentionally, and  
27 caused financial injury to all Plaintiffs. Defendants' actions were *malicious and done with the*  
28 *subjective intent to harm Plaintiffs.*

3           64.   Defendants acted deliberately and or intentionally in committing the acts set forth  
4 above.

5 65. But for Defendants' misrepresentations, Plaintiffs would not have been damaged.

6           66.     As a direct result of Defendants' material misrepresentations, Plaintiffs have been  
7 damaged according to proof at trial, including compensatory damages, punitive damages, and  
8 damages as a result of a loss of reputation.

### THIRD CAUSE OF ACTION

12           67.     Plaintiffs reallege and incorporate by reference Paragraphs 1 -66 above as if set  
13 forth herein.

68. Defendants entered into the contract with Wang and CRTTC. That contract created a duty by Defendants towards Wang and CRTTC.

69. Defendants had a duty to be honest with Plaintiffs, to honor the terms of the contract, and to act in a manner in which Plaintiffs could justifiably and reasonably rely.

70. Defendants breached the duty to Plaintiffs by either double-booking the venue and then preventing the Tournament from taking place in favor of the volleyball event, or by making a conscious decision, on the eve of the Tournament, to breach the duty with Wang and CRTTC, kick them out of the venue, unilaterally terminate the Contract and Tournament, and prevent the Tournament from occurring.

71. Defendants' conduct directly caused all Plaintiffs to suffer actual damages according to proof at trial, including out of pocket damages and damages to their reputations.

25           72. Defendants had either a subjective motive to inflict injury upon Plaintiffs, or  
26 Defendants knew that the financial loss and other injuries would occur, or was substantially likely  
27 to occur to Plaintiffs as a result of its conduct.

28 73. But for Defendants' breach of duty, Plaintiffs would not have been damaged.

#### **FOURTH CAUSE OF ACTION**

75. Plaintiffs reallege and incorporate by reference Paragraphs 1 -74 above as if set forth herein.

77. Defendants' conduct constitutes unfair business practices pursuant to California Business and Professions Code Section 17200.

79. Defendants' conduct was intentional, misleading and deceptive. Defendants' conduct was egregious, based upon greed and for financial gain.

80. Defendants' conduct is unlawful because it constitutes a breach of contract, fraud and negligence.

82. By reason of Defendants, fraudulent, deceptive, unfair, and other wrongful conduct as set forth above, Defendants have violated California Business and Professions Code Section 17200, et seq., by consummating an unlawful, unfair, and fraudulent business practice, designed to deprive Plaintiff of their rights to conduct the Tournament, generate a profit, and otherwise conduct their business at Defendants' venue.

83. But for Defendants' unfair business practices, Plaintiffs would not have been damaged.

1       84. As a direct result of Defendants' unfair business practices, Plaintiffs have been  
2 damaged according to proof at trial, including compensatory damages, punitive damages, and  
3 damages as a result of a loss of reputation.

4 WHEREFORE, Plaintiffs request a Judgment as follows:

5       1. That judgment be rendered in favor of all Plaintiffs and against all Defendants for (1)  
6 breach of contract; (2) negligence; (3) fraud; and (4) unfair business practices;

7       2. For damages in favor of Plaintiffs and against all Defendants as set forth above and  
8 according to proof at trial;

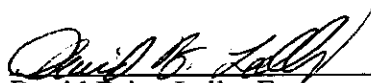
9       3. For punitive damages of \$250,000 jointly and severally against all Defendants;

10       4. For reasonable attorney's fees and costs; and

11       5. For such other relief as the Court deems just and proper.

12 Dated: January 10, 2018

Law Office of David B. Lally

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15 David Brian Lally, Esq.  
16 Attorney for Plaintiffs  
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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

**ECF Registration Information**

Electronic Case Filing "ECF" or "e-filing" is mandatory for all civil cases in this Court. Please refer to Civil Local Rule 5-1 for the Court's rules pertaining to electronic filing.

Parties who are representing themselves pro se (without attorney representation) are not required to e-file and, in fact, may e-file only with the permission of the assigned judge.

Please review and attend to the following important notes and tasks:

- Serve this ECF Registration Information Handout on all parties in the case along with the complaint or removal notice and the other documents generated by the court upon filing.
- If not already registered, each attorney in the case must register to become an e-filer at [cand.uscourts.gov/ECF](http://cand.uscourts.gov/ECF). Your ECF registration is valid for life in this district; please do not register more than once.

IMPORTANT NOTICE: by signing and submitting to the court a request for an ECF user id and password, you consent to entry of your email address into the court's electronic service registry for electronic service on you of all e-filed papers, pursuant to rules 77 and 5(b)(2)(d) of the Federal Rules of Civil Procedure.

- If you are a party and do not have an attorney and would like to e-file in the case, please visit [cand.uscourts.gov/ECF/proseregistration](http://cand.uscourts.gov/ECF/proseregistration) for instructions and information. Unless and until the assigned judge has given you permission to e-file, you are required to file and serve papers in hard copy (paper) form.
- Access dockets and documents using your PACER (Public Access to Court Electronic Records) account. If your firm already has a PACER account, please use that account. It is not necessary to have individual PACER accounts for each user in your office. To set up an account, visit: [pacer.gov](http://pacer.gov) or call (800) 676-6856.

Instructions and tips for e-filing and other information are available at [cand.uscourts.gov/ECF](http://cand.uscourts.gov/ECF).

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

P.O. Box 355, Wilmington, New York, 12997

A true and correct copy of the foregoing document entitled (*specify*): COMPLAINT FOR DAMAGES FOR

1. BREACH OF CONTRACT;

2. NEGLIGENCE;

3. UNFAIR BUSINESS PRACTICES; AND

4. FRAUD; will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) \_\_\_\_\_, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☐ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) 1/16/2018, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

VIA CERTIFIED MAIL:

NATIONAL BASKETBALL COURTS, LLC, dba NB COURTS, 6474 Patterson Pass Road, Suite E, Livermore, CA 94550

Joseph Nelson, Owner c/o NB Courts, 6474 Patterson Pass Road, Suite R, Livermore, CA 94550

Agent for service of process: Jordan Boreman, Owner c/o NB Courts, 6474 Patterson Pass Road, Suite R, Livermore, CA 94550

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

January 16, 2018

David Brian Lally, Esq.

Date

Printed Name

Signature

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

**ECF Registration Information**

Electronic Case Filing "ECF" or "e-filing" is mandatory for all civil cases in this Court. Please refer to Civil Local Rule 5-1 for the Court's rules pertaining to electronic filing.

Parties who are representing themselves pro se (without attorney representation) are not required to e-file and, in fact, may e-file only with the permission of the assigned judge.

Please review and attend to the following important notes and tasks:

- Serve this ECF Registration Information Handout on all parties in the case along with the complaint or removal notice and the other documents generated by the court upon filing.
- If not already registered, each attorney in the case must register to become an e-filer at [cand.uscourts.gov/ECF](http://cand.uscourts.gov/ECF). Your ECF registration is valid for life in this district; please do not register more than once.

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